

5909-D  
SEP 18 1974

Executed in 7 Counterparts of  
which this is Counterpart No. 3.

BURLINGTON NORTHERN EQUIPMENT TRUST OF 1970, SERIES 2

Supplemental Lease of Equipment

AGREEMENT dated as of the 1st day of August, 1974, between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part,

WHEREAS, by a certain Agreement dated as of December 15, 1970, executed by Burlington Equipment Company, Vendor, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and the Company, there was established "Burlington Northern Equipment Trust of 1970, Series 2"; and

WHEREAS, by the terms of a certain Lease of Railroad Equipment dated the 15th day of December, 1970, between the parties hereto, the Trustee did lease to the Company the railroad equipment described on page three of said Lease; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by accident and the Company pursuant to ARTICLE SEVENTH of said Lease, pending replacement of such destroyed equipment, has deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed; and

WHEREAS, pursuant to the provisions of said Agreement and Lease, there is being transferred to the Trustee, for replacement purposes, title to one (1) airslide covered hopper car bearing Burlington Northern road No. 410358 which is to be delivered to the Company as part of the equipment included in said Trust; and

WHEREAS, pursuant to said ARTICLE SEVENTH of said Lease, the parties desire to subject said airslide covered hopper car to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of ARTICLE SEVENTH of said Lease of Railroad Equipment dated the 15th day of December, 1970, the Trustee has let and leased, and does hereby let and lease, to the Company said one (1) airslide covered hopper car bearing Burlington Northern road No. 410358, under and subject to all the terms and conditions of said Lease of Railroad Equipment dated the 15th day of December, 1970, and the Company does hereby agree to accept delivery and possession of said airslide covered hopper car thereunder.

2. Said car numbered 410358 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall be subject to all the terms and conditions of that certain Agreement dated December 15, 1970, among Burlington Equipment Company,

Vendor, Continental Illinois National Bank and Trust Company of Chicago, Trustee, and Burlington Northern Inc., annexed to and made a part of said Lease.

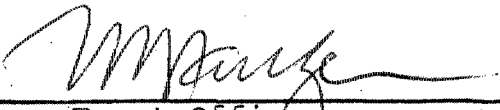
3. It is understood and agreed that except as otherwise provided in said Lease dated December 15, 1970, the title to and ownership of said car No. 410358 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, as  
Trustee


By   
~~Trust Officer~~

Second Vice President

M. J. KRUGER

(SEAL)

ATTEST:

  
Trust Officer

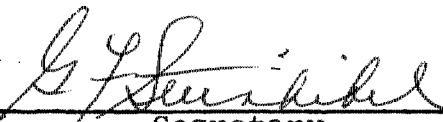
J. C. MULL, JR.

BURLINGTON NORTHERN INC.

By   
Vice President

(SEAL)

ATTEST:

  
Secretary

STATE OF ILLINOIS   )  
                              ) SS  
COUNTY OF COOK       )

On this 20<sup>th</sup> day of *August*, 1974, before me personally appeared *M. J. KRUGER*, to me personally known, who, being by me duly sworn, says that he is a <sup>second Vice President</sup> ~~Trust~~ ~~Officer~~ of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*D. R. HART*  
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D. R. HART

MY COMMISSION EXPIRES MAY 17, 1975

(SEAL)

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this *9<sup>th</sup>* day of *August*, 1974, before me personally appeared *W. K. Bush*, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

